

ARTICLES of ROUP and FEU of the Subjects after-mentioned, pertaining in Property to the Hospital called *St. Paul's-Work*, (whereof the Magistrates and Council of *Edinburgh* are Patrons and Governors) lying in *St. Ninian's-Row*, and at the Foot of *Leith-wynd*, as the Subjects in *St. Ninian's-Row* are divided into four several Lotts, and these at the Foot of *Leith-wynd* into another or fifth Lott, conform to the Plans thereof, signed by the Judge of the Roup.

Upon the 16th of July 1750 Years, betwixt the Hours of Three and Four ~~Clock Afternoon~~, within the *Leigh Council-house* of *Edinburgh*, the afore-mentioned Subjects are severally to be roup'd and feued on the following Conditions:

THE first Lott, adjoining to *John Gibson's* Land in *St. Ninian's-Row*, consisting of two Tenements, 94 Feet of built Front, and twenty nine Falls Garden Ground, conform to the Plan, to be entered at fifty six Pounds *Sterling* of Purchase-money, and the Purchaser to pay an yearly Feu-duty of three Pounds like Money.

THE second Lott, adjoining and contiguous to the first, consisting of one Tenement, ~~by~~ five Feet of built Front, and twenty two Falls of Garden Ground, as described by the Plan, to be entered at forty five Pounds *Sterling* of Purchase-money, and the Purchaser to pay an yearly Feu-duty of two Pounds ten Shillings like Money.

THE third Lott, adjoining and contiguous to the second, consisting of two Tenements, ninety three Feet of built Front, and thirty one Falls Garden-Ground, as described by the Plan, to be entered at forty six Pounds *Sterling* of Purchase-money, and the Purchaser to pay an yearly Feu-duty of three Pounds like Money.

THE fourth Lott, adjoining and contiguous with the third, consisting of two Tenements, &c. eighty two Feet of built and unbuilt Front, and thirty seven Falls Garden Ground, as described by the Plan, to be entered at sixty one Pounds *Sterling* of Purchase-money, and the Purchaser to pay an yearly Feu-duty of three Pounds ten Shillings like Money.

THE fifth Lott, being the Subjects lying at the Foot of *Leith-wynd*, as described by the Plan, to be entered at fifty Pounds *Sterling* of Purchase-money, and the Purchaser to pay an yearly Feu-duty of one Pound ten Shillings like Money.

EACH Bidder is to exceed another in the Sum of ten Shillings *Sterling*, and the highest Bidders to be preferred, who shall severally be bound to give Bond and Caution to the Satisfaction of the Magistrates and Council, within thirty Days after the Roup, for Payment of their respective Purchase-monies, at the Terms of *Martinmas* and *Whitsunday* next, by equal Portions, with Annualrent thereof, from and after the Term of *Whitsunday* last, in respect their respective Entries to the Houses, and Rents thereof, are hereby declared to have commenced at the said Term.

THE Purchasers of the first three Lotts are to be bound to extend the Wester March-dike, opposite to their respective Properties, according to the respective Lines of the Plan, and to uphold the same in time coming, it being built with Stone and Lime two Feet thick at the Foundation, and eighteen Inches at the Top, and to be six Feet high above the Surface of the Park, including the Coping.

THE Well betwixt the first and second Lotts is declared mutual, and the Purchasers of these Lotts to have the joint Use and Privilege thereof, and to be bound, in Proportion to their Properties, to keep and uphold the same in time coming.

THE Well betwixt the third and fourth Lotts is likewise declared mutual to the Purchasers of these Lotts, and to be upheld as above; and the South March-dike, at their joint Expence, is to be altered, and made agreeable to the Plan.

Rent 10 -

56 -

Rent 11-10 -

45 -

46 -

61 -
182

THE Dikes and Marches of the respective Purchases to be built and straightened at the Sight of the Dean of Gild and his Council; as also all After-buildings to be erected on the Premises.

THE Purchasers shall severally be obliged to pay the Cess and other publick Burdens imposed, or to be imposed on the Premises, at and since their Entry, and to free and relieve the said *Paul's Work* Hospital thereof in all time coming.

THE Feu-duties to be payable at two Terms in the Year, *Whitsunday* and *Martinmas*, by equal Portions, and to be doubled at the Entry of every Heir; the first Term's Payment being due and payable at the Term of *Martinmas* next.

THAT in case the highest Bidders, or any of them, shall neglect or delay to give Bond and Caution, as above provided, within the Space of thirty Days after the Roup, then, and in that Case, he or they shall not only forfeit all Right to the Premises, but shall likewise be liable in Payment of a fifth Part of their respective Purchase-moneys by way of Penalty; and the next highest Bidder or Bidders, (upon Intimation made to them, within ten Days after the Elapse of the thirty above-mentioned, of the highest Bidder's Neglect or Delay to find Caution as above) shall be preferred as Purchasers, and shall be holden and obliged to accept of the Bargain or Bargains on the like Conditions.

THE Purchasers shall severally be obliged to enter into Feu-contracts, for performing the whole Conditions of the Feu, within the Space of thirty Days after the Roup, and the Purchase-money and Feu-duties shall be due and payable to such Person or Persons, as the Magistrates and Council of *Edinburgh* shall name and appoint as Treasurer or Collector of the Funds of *Paul's Work*, and to their Successors in Office, such Purchase-money being to be solely applied for the Use and Behoof of the said *Paul's Work* Hospital, and to be lent out on Interest, or otherways secured, as the Magistrates and Council shall direct.

THE Purchasers shall be expressly restrained from rebuilding nearer the Street than the Side-walls of the present Buildings, and not to have any Entries by Fore-stairs to their new Buildings, and shall not lay down any Dirt-Middings, or Nastiness of any kind, without the Ground of their respective Properties towards the High-street.

THE Purchasers of all, or any Part of the Premises, are hereby expressly restrained from sub-feuing or disposing all or any Part of their respective Purchases, unless the Subject so conveyed bear to be holden of the Magistrates and Council of *Edinburgh*, as Patrons and Governors of *Paul's Work*.

THE Magistrates and Council reserve a Privilege of making a publick Way or Street from the City to *Leith*, through *Paul's Work's* Property, called *Lord Forglen's Park*, by the End of the Orphan-hospital; which Street will lead through a Piece of the Northwest Corner of the Garden of the Northmost Lott; wherefore the Purchasers of the said Garden are to be restrained from building nearer the said Northwest Corner thereof than thirty Feet; and in case the Council shall incline to use the said Privilege, they are to satisfy the Proprietor for the Value of his Ground in Proportion to the Purchase-money and Feu-duty, at the Sight and Determination of two Men, to be mutually chosen by the Council and Proprietor for the Time.

THE Purchasers shall severally have Feu-charters of their respective Purchases given them by the Lord Provost, Magistrates and Council of the City of *Edinburgh*, as Governors and Administrators of *Paul's Work*, betwixt and the Day of next, which shall contain absolute Warrantice on the said Hospital, and all other usual Clauses; all such Charters, Rights and Infeftments as are necessary being to be expedited on the Purchaser's Expence.

THE Roup of every Lott shall be begun and ended within the Space of Minutes, according to the running of a Watch.

THAT every Dispute and Question, which shall arise touching the Roup, and every Matter and Thing thereto relative, shall be finally determined by as Judge thereto, hereby authorised.